



CITY OF BRYAN, TEXAS
PURCHASING DEPARTMENT
1309 E. MLK Street
Bryan, TX 77803
(979) 209-5500 fax: (979) 209-5507

REQUEST FOR BID

NO. 07-003

“Annual Contract for HVAC Service and Repairs”

DATE ISSUED: Tuesday, September 19, 2006

SEALED BIDS TO BE SUBMITTED BEFORE:
2:00 pm C.S.T., Wednesday, October 4, 2006

Disclosure Requirements

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Bryan, including affiliations and business and financial relationships such persons may have with City of Bryan officers. An explanation of the requirements of Chapter 176, applicable forms and a complete text of the new law are available at: <http://www.bryantx.gov/departments/purchasing/texeth.htm>. If you are unable to obtain such information online, please contact the City of Bryan Purchasing Department, 1309 E. MLK St., Bryan, Texas 77803 or call (979)209-5500.

BY DOING BUSINESS OR SEEKING TO DO BUSINESS WITH THE CITY OF BRYAN, YOU ACKNOWLEDGE THAT YOU HAVE BEEN NOTIFIED OF THE REQUIREMENTS OF CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE AND THAT YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH THEM.

Vendor Name: _____

TABLE OF CONTENTS

INTRODUCTION	3
SCHEDULE OF EVENTS	4
TERMS AND CONDITIONS	5-11
PROVISIONS FOR BIDDING TO THE CITY OF BRYAN.....	12-16
CERTIFICATE OF INSURANCE.....	17
SPECIFICATIONS.....	18-19
BID SHEETS.....	20-25
NOTICE OF NON-PARTICIPATION	26
SAMPLE CONTRACT	27-33

INTRODUCTION

The City of Bryan is soliciting bids for an Annual Contract for HVAC Service and Repairs.

Sealed bid packages for **Bid #07-003** will be accepted until 2:00 p.m., Wednesday, October 4, 2006, and publicly opened and read aloud immediately following the opening. Any bid received on or after 2:00 PM CST will be returned unopened. Sealed bids must be delivered to:

Lisa D. Davis, A.P.P., Buyer
City of Bryan, Purchasing Department
1309 E. Martin Luther King St. Bryan, Texas 77803
FAX: (979) 209-5507
ldavis@bryantx.gov

Plans, Specifications and Information for Bidders are on file and may be examined at the Purchasing Department Office at 1309 E. Martin Luther King Jr. Street, Bryan, Texas and may be obtained by prospective bidders by calling (979) 209-5500. These documents are also available online at <http://www.bryantx.gov/departments/?name=purchasing> .

The City believes that the data contained in these specifications is sufficient for the preparation of bids. Requests for additional information will be considered depending on the bid time frame and the availability of the requested information. Such information will be submitted to all known bidders simultaneously.

In order to ensure a fair and objective bid evaluation, all questions related to this Request for Bid shall be addressed in writing. **Questions must be submitted in writing (Fax or E-mail) to the individual identified above prior to 10:00 a.m. Central on Wednesday, September 27, 2006.** Contact with any City of Bryan employee or official is prohibited without prior written consent from the City Purchasing Manager. Failure to observe this requirement may be grounds for rejection of the Bid.

Bidders are required to submit one (1) original bid. Bids must be completed and submitted on the forms found within the Specifications. Incomplete bid forms will invalidate the bid and the bid will be rejected and returned to the bidder. The right to accept any bid, or to reject any or all Bids and to waive all formalities is hereby reserved by the City of Bryan, Texas.

Roger D. Dempsey,
Purchasing Manager

SCHEDULE OF EVENTS

- Tuesday, September 19, 2006 - Release bid request to vendors.
- Tuesday, September 19, 2006 & Tuesday, September 26, 2006 - Advertisement dates.
- Wednesday, September 27, 2006 @ 10:00 a.m. C.S.T.- Deadline for written requests for clarifications to the RFB.
- Wednesday, October 4, 2006 @ 2:00 p.m. C.S.T – Sealed proposals delivered to the Office of the Purchasing Department, City of Bryan, 1309 E. Martin Luther King St., Bryan, TX. Proposals received on or after 2:00 PM CST will be returned unopened.
- October 24, 2006: *Anticipated* date of award.

TERMS AND CONDITIONS

Definitions

In order to simplify the language throughout this request for bids, the following definitions shall apply:

CITY- Same as City of Bryan.

CITY COUNCIL- The elected officials of the Cities of Bryan, Texas who have been given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and laws.

CONTRACT- An agreement between the City and a Vendor to furnish products over a designated period of time during which repeated purchases are made of the commodities specified.

VENDOR- The successful Bidder(s) of this bid request.

RFB- Request for Bids.

PROCUREMENT CARD- Chase-MasterCard

Instructions

The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to the City of Bryan Purchasing Department, unless otherwise specified elsewhere in this bid request.

Form

Sealed bids must be submitted on this form only. Bidders are required to submit one (1) original bid. All bids submitted must be itemized with prices extended when practical. **BIDDER MUST RETURN THE ENTIRE ORIGINAL BID DOCUMENT WITH BID OR PROPOSAL. FAXED BIDS ARE UNACCEPTABLE.**

Felony Conviction Notification

All bidders must submit with their bid the Felony Conviction Notification form contained within this bid package. Failure to acknowledge and submit the completed Felony Conviction Notification form is sufficient cause for the bid to be rejected.

Bid Return

Bid must be sealed, and to ensure proper recognition upon its arrival, list the Bid Number on the outside of your envelope.

Late Bids

Bids must be received by the Purchasing Department prior to 2:00 PM CST on the date indicated on this form. Late bids will not be opened and will be returned to the bidder.

Acceptance

The City of Bryan reserves the right to accept or reject any or all bids, to waive any informalities and technicalities, to accept the offer considered most advantageous **in order to obtain the best value for the City**. Causes for rejection of a bid may include but shall not be limited to the bidder's current violation of any City ordinance, the bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure to properly and timely perform its

obligations under a contract with the City. Bidders may be disqualified and rejection of proposals may be recommended for any (but not limited to) of the following causes: 1) Failure to use the proposal form furnished by the Owner; 2) Lack of signature by an authorized representative on the proposal form; 3) Failure to properly complete the proposal; 4) Evidence of collusion among proposers; 5) Omission of uncertified personal or company check as a proposal guarantee (**if Bid Bond required**); or 7) Unauthorized alteration of bid form. Owner reserved the right to waive any minor informality or irregularity.

All bidders are hereby notified that the City of Bryan shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the City including, but not limited to the purchase price, the proximity of the bidder as it relates to his ability to perform the contract for the City of Bryan, the delivery date, the reputation of the bidder and the bidder's goods or services, the quality of the bidder's goods or services, the bidder's past performance under contracts with the City of Bryan and the bidder's compliance with City ordinances.

The City of Bryan, Texas is committed to obtaining its goods, products and services at the lowest price possible which benefits all the citizens of Bryan. Therefore, in order to accomplish this objective/goal, it is not the intention of the City neither to exclude particular vendors or manufacturers nor to create restrictive situations in its request for bids and proposals. Any manufacturer's names, trade names, brand names, catalog numbers, technical data, etc. used in the specifications are there for the sole purpose of establishing and describing general performance, quality levels, type and dimensions and such references are not intended to be restrictive. Alternate bids on similar or comparable products and/or services of any manufacturer or vendor equal to the products and/or services described in the specifications are invited and will be given careful consideration provided the alternate will accomplish the same task. The City of Bryan shall be the sole judge on whether the alternate product and/or service is similar to, equal to and in compliance with that specified. The decision of the City shall be final.

"In literal compliance" in reference to standards and specifications shall mean the meeting or exceedance of all or nearly all of the said standards and specifications. If the City determines that standards and specifications are in literal compliance where not all standards and specifications have been met or exceeded, the City must base such a determination on its finding that any standards and specifications which have not been met or exceeded do not render the bidder product any less usable for the purpose for which it is intended.

Irregular Bid Proposals

Bids will be considered irregular and may be rejected by the City of Bryan if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award providing the best value to the City.

Award of Contract

The bid award may be based on, but not necessarily limited to, the following factors:

- a. the purchase price, including payment discount terms;
- b. the reputation of the bidder and of the bidder's goods or services;
- c. the quality of the bidder's goods or services;
- d. the extent to which the goods or services meet the City's needs;
- e. the bidder's past relationship with the City;
- f. the total long-term cost to the City to acquire the bidder's goods or services; and
- g. any relevant criteria specifically listed in this request for bid.

The City prefers to award the entire contract to a single Contractor; although, the City reserves the right to award a primary contract and a secondary contract in an effort to secure a back-up contractor to be used in emergency situations in the event the primary contractor is unable to respond as needed.

Term of Contract

This contract shall become effective from date of acceptance and approval by the City of Bryan. It shall remain in full force and effect with firm fixed bid prices for a period of twelve (12) months.

Extension of Contract

The City shall have the option of extending this contract, subject to approval of funding and review of the service provided by the Contractor, for four (4) additional one (1) year terms to be extended one (1) year at a time. This action does not require specific City Council approval, provided the City Council has appropriated sufficient funds to satisfy the City's obligation during the renewal term. Contracts are extended upon mutual agreement of both Vendor and the City. The City of Bryan will not consider Contract extensions which include any increase in unit bid prices.

Assignment of Contract

This contract cannot be transferred or assigned to another party without the written consent of the City's Purchasing Agent and may be subject to cancellation if such consent is requested.

Contract Termination

The City may terminate this Contract at any time upon **thirty (30)-calendar** days written notice. Upon the Service Provider's receipt of such notice, the Service Provider shall cease work immediately. The Service Provider shall be compensated for the services satisfactorily performed prior to the termination date.

If, through any cause, the Service Provider fails to fulfill its obligations under this Contract, or if the Service Provider violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Service Provider **five (5)** calendar days written notice. The Service Provider will be compensated for the services satisfactorily performed before the termination date. Termination of the contract for cause shall be deemed as sufficient evidence and cause to remove the Vendor's name from the bidder's list for receiving future bids.

No term or provision of this Contract shall be construed to relieve the Service Provider of liability to the City for damages sustained by the City because of any breach of contract by the Service Provider. The City may withhold payments to the Service Provider for the purpose of setoff until the exact amount of damages due the City from the Service Provider is determined and paid.

Reimbursements

There is no expressed or implied obligation for The City of Bryan to reimburse responding firms for any expenses incurred in preparing bids in response to this Request for Bids and City of Bryan will not reimburse responding firms for these expenses, nor will the City of Bryan pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

Minority Owned Businesses

Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race color, creed, sex, or national origin in consideration for an award.

City Ordinances

The City of Bryan also reserves the right to reject the bid of any bidder who is currently in violation of any City ordinance. The City may, at its option, choose to negotiate a settlement of the ordinance violation as a condition of the bid award.

Error-Quantity

Bids must be submitted on units of quantity specified. In the event of errors in extended prices, the unit price shall govern. Any suggested quantity to secure better prices is welcomed. When discrepancies occur between words and figures, the words shall govern.

Quantities

Quantities indicated in the Bid are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the unit bid prices.

Variations

Any variation from these specifications must be indicated on the attached Deviations from Specifications form.

F.O.B.-Damage

Bids will not be considered unless bid F.O.B. delivered Bryan, Texas. If shipping costs are not included in the unit bid price, bidder must give exact delivery cost, which is to be prepaid or added to the invoice. The City of Bryan assumes no liability of goods delivered in a damaged or unacceptable condition.

Firm Prices

Bidders must hold bid prices firm for 90 days after the bid opening date to allow the City sufficient time to award a contract. Once a Contract is awarded, the successful bidder must hold bid prices firm for the duration of the Contract.

Cooperative Agreements

Successful bidder agrees to extend prices and terms to all governmental entities who have entered into, or will enter into, joint purchasing interlocal cooperation agreements with the City of Bryan.

Authorized Signature

Bids must show full firm name and mailing address of bidder and be manually signed by an authorized sales or quotation representative of the bidder. Firm name and authorized signature should appear on each page of bid where spaces are provided. Submission of a signed bid will be interpreted to mean that bidder has hereby agreed to all terms and conditions set forth in all of the sheets which make up this invitation.

Withdrawal-Alteration Of Bids

Bids cannot be altered after receiving time or opening time. No bid may be withdrawn after opening time without acceptable reason in writing and with the approval of the purchasing agent.

Lump Sum Bids

Lump sum bids will be considered only if unit prices are quoted also. However, the totals of such quoted unit prices and the lump sum bids will not be considered if the price quoted also involves prices of commodities requested on an entirely separate bid request.

All-Or-None Bids

All-or-none bids will be considered only if bidder quoted prices on all items requested. If a bidder desires the City to consider an all-or-none bid, it must be stated on the deviations page. All-or-none bids will not be considered if prices quoted involved prices of items and services requested on an entirely separate bid request.

Payment Of Invoices

Invoices must be submitted by the successful bidder in duplicate to the City of Bryan, Finance Department, P.O. Box 1000, Bryan, Texas 77805, (979) 209-5080. All invoices to be paid in full within thirty (30) days after satisfactory delivery and billing, whichever is the later. All invoices shall be submitted in accordance with the bid unit prices. Invoices shall not contain work that was not satisfactorily completed. Repeated failure on the part of the Contractor to submit accurate invoices shall be sufficient cause to cancel the contract. The City will not be liable for payment of invoices received more than sixty (60) days after delivery of order, or completion of services.

Cash Discounts

Bidders may quote additional cash discount terms in the Cash Discount Column. If no discount is shown, prices are to be assumed net. Discount period to be started from the date of completion of entire order or date of receipt of invoice, whichever occurs last regardless of date of invoice.

Taxes

The City of Bryan is exempt from Federal Excise, State Sales and Transportation Taxes. TAX MUST NOT BE INCLUDED IN BID. The City upon request will execute Tax Exemption Certificates. The City of Bryan is statutorily exempt from State and Local Sales tax and a permit number is not required.

Delivery

Bids must show the number of consecutive calendar days required to deliver the materials, services or equipment under normal conditions. Failure to specify delivery time will be considered reason enough to cause the bid to be disregarded. Delivery time quoted will be given consideration in awarding orders. If delivery is not made within ten (10) days after number of days specified on bid, entire order may be canceled and bidder's name removed from mailing list.

All deliveries are to be made to the Purchasing Department located at 1309 E. Martin Luther King, Jr. Street, unless otherwise specified in the Bid Request or Purchase Order. Deliveries will be accepted only during normal working hours on normal working days. Unless otherwise indicated, items received must be new and in first-class condition. Types of materials normally packaged for protection and convenience in storage shall be in the proper containers.

Liability

The successful bidder shall be liable for all damages incurred while in the performance of services pursuant to this request.

Material Safety Data Sheets

MSDS's must be provided prior to or with receipt of order, and when revised. Containers must be properly labeled and identified in accordance with the OSHA Hazard Communication Standard. Improperly labeled containers will result in refusal of the shipment and possible change in vendors.

Patents, Franchises, etc.

The successful bidder agrees to protect the City from any claim involving patent right infringements, copyrights or sales franchises.

No Bids

If bidder is unable to quote, the bid form should be returned to the purchasing agent before opening time, and reason given for not bidding if bidder desires to bid on future purchases.

Addenda

In the event of a needed change in the published bid documents, it is understood that all the foregoing terms and conditions and all performance requirements will apply to any published addendum.

All published addenda shall be signed and included with your response package as acknowledgement of the addendum. Bidders are responsible for obtaining all published addenda from the City of Bryan Purchasing office or by downloading these documents from the City of Bryan website. The City assumes no responsibility for the Bidders failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the bid to be rejected. The City's decision to accept or reject any particular bid due to a failure to acknowledge and submit addenda shall be final.

Pre-bid Conference

Pre-bid conferences are public meetings and all qualified contractors, subcontractors and material suppliers are strongly encouraged to attend. The intent of the conference is to inform bidders of the bidding requirements and the scope of services and to solicit questions and inquiries from potential bidders and suppliers. Attendance at the pre-bid conference is not mandatory. Any and all information provided by the City during the pre-bid conference will not be construed to be a revision or change of the bid documents. All revisions, changes and clarifications to the bid documents shall be formally executed in the form of a written addendum, published by the City of Bryan.

Fiscal Funding

The City of Bryan, Texas operates and is funded on a fiscal year basis; accordingly, the City reserves the right to terminate, without liability, any contract for which funding is not available. Renewal of contract will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The City reserves the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract.

Court Jurisdiction

The City of Bryan and the successful Vendor will agree that the contract awarded from this Request for Bid shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in a state court of competent jurisdiction in Brazos County, Texas and further that neither party will seek to remove such litigation to the federal court system by application of conflict of laws or any other removal process to any Federal Court or court not in Texas.

PROVISIONS FOR BIDDING TO THE CITY OF BRYAN

- 1.0 Upon acceptance and approval this bid effects a working contract, for the period designated or until completion of specified job, between the City of Bryan and the successful bidder.
- 2.0 The Contractor shall act as independent contractor and shall in no sense act as agent or servant of the City of Bryan.
- 3.0 The Contractor shall furnish and pay for all labor, tools, machinery, materials, insurance, bonds, permits and any other incidentals necessary to perform a turnkey job in compliance with the specified requirements.
- 4.0 All prices quoted shall include delivery expenses of supplies, materials and equipment and tools to job site including unloading. The Contractor shall be fully responsible for receiving, unloading and storing all deliveries intended for the job. The City will not be liable for any loss or damage to supplies, materials, tools and equipment left on the job unguarded, by the Contractor before, during or after job is performed.
- 5.0 All work to be performed under the supervision of **Ed Hall, Facility Services Maintenance Supervisor** or his delegated representative or assistant.
- 6.0 All work is to be preformed in a professional manner by skilled personnel and proper equipment. The work shall be planned so as not to interfere with or create a hazardous condition to the regular operation of the department or division of the City.
- 7.0 The Contractor shall at all times take all reasonable precautions for the safety of employees on the work site and of the public, and shall comply with all applicable provisions of Federal, state and municipal safety laws. All equipment and machinery used in performance of this contract shall be in good working order at all times.
- 8.0 Final Cleanup: Upon completion of the work and before acceptance and final payment will be made, the Contractor shall leave the work site in a neat and orderly condition equal to that which originally existed. No payment will be made for this work, its cost being included in the bid.
- 9.0 Examination of Site: Bidders are required, prior to submitting any proposal, to read the specifications carefully, to visit the site of the work, to examine carefully local conditions, to inform themselves by their independent research, test and investigations of the difficulties to be encountered and judge for themselves of the accessibility of the work and all attending circumstances affecting the cost of doing the work or time required for its completion and obtain all information required to make an intelligent proposal. No information given by the City of any official thereof, other than that contained in the specifications shall be binding upon the City. Bidders shall rely exclusively upon their own estimates, investigations, tests and other data which are necessary for full and complete information upon which the proposal may be based. It is mutually agreed that submission of a proposal is evidence that the bidder has made the examination, investigations and tests required herein.

- 10.0** State And City Sales Taxes: The Contractor's attention is directed to Texas House Bill 11 (72nd Legislature, 1st C.S.) which amended the Texas Tax Code Section 151.311. This amendment provides that by the Contractor entering into a separate contract, the Contractor will become a seller of materials purchased for the project, which will obviate paying taxes on materials incorporated into the project.

As a seller, the Contractor purchases materials and issues a resale certificate in lieu of paying the sales tax at the time of purchase. The Owner, as an exempt entity, will provide the Contractor with an exemption certificate at the time the "sale" of the materials to the Owner, thereby precluding the Owner, and Contractor, from paying the sales tax on the materials.

Services are not tax exempt. The Contractor will be required to pay all appropriate taxes for all services as set forth herein.

- 11.0** Indemnification: The Contractor shall defend, indemnify and save harmless the City and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description, including attorney's fees expenses brought for or on account of any injuries or damages received or sustained by any person or persons or property, by or from the said Contractor or his employees or by or in consequence of any negligence in safeguarding the work, or through the use of unacceptable materials in construction of the work, or by or on account of any act or omission, neglect or misconduct of the said Contractor, or by or on account of any claims of amounts recovered under the Workmen's Compensation Law or any other law, ordinance, order or decree, and so much of the money due the said Contractor under and by virtue of his contract as shall be considered necessary by the City may be retained for the use of the City, or in case no money is due, his sureties shall be held until suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to that effect furnished the City. Contractor shall defend, indemnify and save harmless the City, its officers, agents and employees in accordance with this indemnification clause regardless of whether the injury or damage is caused in part by the City, its officers, agents or employees.

- 12.0** Equal Employment Opportunity: During the performance at this agreement: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, to be provided by the agency setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for the employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

- 13.0** Contractor shall comply with all federal, state, county, municipal and/or other laws, ordinances, rules and regulations applicable to the performance of any work under this agreement and shall secure and pay for all governmental licenses, deposits, permits or fees required.

- 14.0** Contractor shall comply with H.B. 275, The Texas Prompt Payment Act, effective July 1, 1986, which in part, requires the contractor to pay their subcontractors within ten (10) calendars days after they receive payment from the City of Bryan.
- 15.0** The Contractor will be required to comply with all provisions of the President's Executive Order No. 11246 as of September 24, 1965.
- 16.0** Final Acceptance: The Contractor will be paid within thirty (30) days after final acceptance provided the Contractor has furnished the City satisfactory evidence that all sum of money due for any labor, materials, equipment or machinery furnished for and used in the prosecution of the work, or that the person or persons to whom the same may respectively be due have consented to such final payment. (The City reserves the right to retain five percent (5%) of the total contract price until such evidence is furnished). The acceptance by the Contractor of the last final payment shall operate as and shall release the City from all claims and liabilities under the Contract or for any act of neglect of said City relating to or connected with the contract.
- 17.0** Insurance Requirements: The contractor agrees to maintain the coverages, endorsements, and limits in accordance with and set forth by the Insurance Coverage & Limit Table below for the duration of this contract. The Contractor agrees to:
- Deliver to the City Certificate(s) of Insurance evidencing that such policies are in full force and effect not later than 5 business days after notification of the City's intent to award a contract, but in any event prior to commencement of work. If policy endorsements are necessary, satisfactory evidence of request to insurance carrier must accompany the Certificate(s) of Insurance. Failure to meet these requirements may cause the bid to be rejected.
 - Submit any policy endorsements within 30 days of the City's intent to award contract. No payment will be made and/or the City may stop work or terminate the contract if contractor fails to supply satisfactory evidence of policy endorsements.
 - Allow the City the right to obtain complete, certified copies of all required insurance policies at any time.
 - Clearly indicate contract name and contract number to which Certificate(s), endorsements, and policies apply.

The requirements as to types and limits, as well as the City's review or acceptance of insurance coverage to be maintained by Contractor, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the Contractor.

INSURANCE COVERAGE & LIMIT TABLE

WORKERS' COMPENSATION INSURANCE & EMPLOYERS' LIABILITY INSURANCE – Statutory & \$500,000/\$500,000/\$500,000 Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability. In the event any work is sublet, the Contractor shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subcontractor. Waiver of subrogation in favor of the City required. This requirement may be waived with satisfactory evidence that the contractor is sole proprietor(s)/has no employees.

COMMERCIAL GENERAL LIABILITY INSURANCE – Limit of liability not less than \$1,000,000 per occurrence Contractor agrees to maintain a standard ISO version Commercial General Liability occurrence form, or its equivalent providing coverage for, but not limited to,

Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Contractors. Additional insured endorsement required.

BUSINESS AUTOMOBILE LIABILITY INSURANCE – Limit of liability not less than \$1,000,000 per occurrence Contractor agrees to maintain a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned, and hired automobiles. Should the Contractor not own any automobiles and furnish satisfactory evidence of this, the business auto liability requirement shall be amended to allow the Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto policy.

UMBRELLA or EXCESS LIABILITY Contractor may satisfy the minimum liability limits required for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. The annual aggregate limit shall not be less than the highest “each occurrence” limit. Contractor agrees to endorse City as an additional insured, unless the Certificate states the Umbrella or Excess Liability provides coverage on a pure “True Follow Form” basis.

CONTRACTOR’S INSURANCE TO BE PRIMARY Contractor’s insurance shall be deemed primary with respect to any insurance or self insurance carried by the City for liability arising out of operations under the contract.

DEDUCTIBLES, COINSURANCE PENALTIES, & SELF-INSURED RETENTION Contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

RIGHT TO REVIEW AND ADJUST The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent. Furthermore, the City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition.

SUBCONTRACTOR’S INSURANCE Contractor shall agree to cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified, provided the Contractor’s insurance does not afford coverage on behalf of the subcontractor.

CERTIFICATE OF INSURANCE Contractor shall furnish the City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements. The certificate must be from a company with an A.M. Best rating of “A-” or better and/or otherwise acceptable to the City. Certificates must be submitted using the ACORD form and all endorsements must be included with the submittal. The certificate(s) shall contain a provision that coverage under such policies shall not be cancelled or non-renewed until at least thirty (30) days prior written notice, or ten (10) days notice for cancellation due to non-payment of premiums, is given the City of Bryan.

If the event the City is notified that a required insurance coverage will cancel or non-renew during the contract period, the Contractor shall agree to furnish prior to the expiration of such insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect. The City reserves the right, but not the obligation, to withhold payment to Contractor until coverage

is reinstated. If the Contractor fails to maintain the required insurance, the City shall have the right, but not the obligation, to purchase the required insurance at Contractor's expense.

Certificates and notices should be provided to the City at the following address:

City of Bryan
Attn: Purchasing Department
1309 E. MLK Street
Bryan, TX 77803

CERTIFICATE OF INSURANCE		DATE (MM/DD/YY)
PRODUCER <div style="font-size: 48px; font-weight: bold; text-align: center; margin-top: 20px;">SAMPLE</div>	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURERS AFFORDING COVERAGE		
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONT. PROT <input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 50,000
					MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 1,000,000
					PRODUCTS – COMP/OP AGG	\$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
C	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY-EA ACCIDENT	\$
					OTHER THAN AUTO ONLY	EA ACC AGG \$
D	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
E	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
					E.L. EACH ACCIDENT	\$ 500,000
					E.L. DISEASE-EA EMPLOYEE	\$ 500,000
					E.L. DISEASE-POLICY LIMIT	\$ 500,000
F	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

City of Bryan shall be named as additional insured on all Commercial General Liability policies. Workers Compensation and Employer's Liability policies to include a Waiver of Subrogation in favor of the City of Bryan. (All Endorsements must be submitted with the certificate).

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
City of Bryan Attn: Purchasing Department 1309 E. Martin Luther King Bryan, Texas 77803		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SPECIFICATIONS

RFB #07-003 - “Annual Contract for HVAC Service and Repairs”

Scope/Intent: The City of Bryan is soliciting bids from qualified vendors to establish an annual contract for HVAC service and repairs for City of Bryan HVAC equipment in strict accordance with the terms and conditions set forth. The City of Bryan estimates an annual expense of \$40,000.00 for said services. Quantities and/or estimates included in this bid are for informational purposes only and are in no way a commitment by the City to order any given quantities or dollar amount during the term of the agreement or any extensions thereafter.

This contract is limited to \$1,500.00 per repair. If a repair is anticipated to exceed that amount, the awarded contractor is to submit a written itemized estimate for the repair to the designated City representative for a written authorization to proceed. The City will not be responsible for the costs of any repairs not properly approved in advance and in writing by the City. All invoices will be reviewed for billed hours, materials and parts used, and for compliance with contract terms and conditions prior to approving invoice for payment.

The contractor shall be responsible for maintaining all State licenses, permits and insurances required to operate in the State of Texas. The awarded contractor is responsible for acquiring all necessary permits and performing work as requested, primarily equipment service and repair, as directed by the designated City representative. The contractor must employ and supply personnel with the knowledge and abilities to provide the services listed below, have the ability to respond to after hours/emergency calls, and comply with the City of Bryan general requirements. The City of Bryan reserves the right to hire another contractor, should the awarded contractor at any time fail to fulfill this agreement.

Utilization of Personnel and Materials: Contractor shall make every effort to provide services in an efficient and cost effective manner. This includes dispatching a technician that is able to perform the work within a reasonable time period, billing for helpers only when absolutely necessary for performance of the work, and minimizing unnecessary parts replacement.

Response Time: Time required to respond to calls will be a consideration for award of this bid.

Qualifications: A statement of qualifications must be included with the submitted bid package.

References: Lists of references are required by the City of Bryan.

Overview: The City of Bryan maintains HVAC equipment in all City Buildings. Mechanical equipment ranges from exhaust fans and window units to medium and large commercial heating and cooling systems.

Types of services required:

- Repair of HVAC chillers from 50 to 100 tons capacity
- Repair of heating boilers from 300 to 4,500 MBTU/Hr.
- Familiarity with basics of Building Automation Systems (BAS)
- Repair of air-handling units from 2,000 to 20,000 CFM, some equipped with VFD's (Variable Frequency Drives)
- Repair of window A/C and PTAC units from 6,000 to 25,000 BTU/Hr.

- Repair of exhaust and supply air fans from 100 to 10,000 CFM
- Repair of DX split systems with gas fired or electric heating, and heat pumps 1.5 to 30 tons
- Repair of rooftop and package DX units with gas fired or electric heating, and heat pumps 1.5 to 40 tons

BID SHEETS

(Page 1 of 6)

RFB #07-003 - "Annual Contract for HVAC Service and Repairs"

GENERAL

All bids must be in strict accordance with all terms, conditions and specifications within this Bid Request #07-003.

The City of Bryan estimates an annual expense of \$40,000.00 for said services. Quantities and/or estimates included in this bid are for informational purposes only and are in no way a commitment by the City to order any given quantities or dollar amount during the term of the agreement or any extensions thereafter.

To be accepted, bidders must thoroughly complete all blanks in this section. (Please type or write legibly in ink.)

1. Bid price per hour for one (1) Qualified Technician capable of completing necessary service and repair in accordance with contract requirements:

\$_____ per hour for regular business hours

\$_____ per hour for after hours and weekends

\$_____ per hour for holidays

2. Bid price for one (1) helper as required.

\$_____ per hour for regular business hours

\$_____ per hour for after hours and weekends

\$_____ per hour for holidays

3. Bid percent of markup, over cost on **ALL** parts, materials and rental equipment necessary to complete needed repair or replacement. All other equipment required to perform under this contract shall be considered part of the hourly wage. City of Bryan may request a copy of original invoice as necessary, to insure conformance with markup percentage allowed by contract.

Cost plus _____%

Bid Sheets - Continued
(Page 2 of 6)

4. Specify response time for non-emergency repairs _____ hours.

5. Specify response time for emergency (outage) repairs _____ hours

6. Specify days that are holidays: _____

METHOD OF PAYMENT:

1) PAYMENT TERMS: Net 30 (Vendor paid within 30 days of invoice or receipt of goods accepted in good order.)

2) PROMPT PAYMENT DISCOUNT: _____% within 10 days (e. g. 1%, 2%, 5%)

Company Name: _____

FELONY CONVICTION NOTIFICATION

Bid Sheets - Continued
(Page 3 of 6)

Any person and/or business entity that enters into a contract with the City of Bryan must give advance notice to the City if any employee or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The notice must also describe the role that the employee, owner, or operator will perform in executing the contract. The City may require substitution of employees in the performance of the contract.

The City may terminate a contract with a person or business entity if the City determines that the person or business entity failed to give notice as required by this clause, misrepresented the conduct resulting in the conviction, or failed to substitute personnel at City's request.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.
Vendor's Name:

Authorized Company Official's Name (Printed)

Date

A. My firm is not owned or operated by anyone who has been convicted of a felony nor does it have any employees who have been convicted of a felony:

Signature of Company Official:

B. My firm has employee(s) or is owned or operated by the following individual(s) who has/have been convicted of a felony:

Signature of Company Official:

C. Provide a general description of the conduct resulting in the conviction of a felony.

Signature of Company Official:

D. Describe the role that the person(s) convicted of a felony will play in the performance of the contract.

Signature of Company Official:

CLIENT REFERENCES

Bid Sheets - Continued
(Page 4 of 6)

References: The City of Bryan will conduct reference checks as needed to evaluate bids. The City may contact those listed, and inclusion of this listing in your bid is agreement that the City may contact the named reference. The City reserves the right to contact other companies or individuals that can provide information to the City that will assist the City in fully evaluating the Service Provider.

All reference checks must show that the successful bidder is in good standing with their current and previous customers. All bidders are required to provide five (5) reference(s) from current and recent clients of similar size and/or projects recently completed of similar size and scope.

COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE #: _____

COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE #: _____

COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE #: _____

COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE #: _____

COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE #: _____

BIDDER QUALIFICATION FORM

Bid Sheets - Continued
(Page 5 of 6)

The bidder certifies that the information herein is true, correct, complete and accurate. (Elaboration on the following information or additional information deemed to be useful for evaluation of bidder's capabilities or to prevent misleading representations may be attached to this form.)

Date: _____

Bidder: _____
(Legal Name of Firm)

Federal ID No. _____

Address: _____

Phone Number: _____ Fax Number: _____

E-Mail Address: _____

President (or Managing Partner, etc.): _____

Dun and Bradstreet No. (if any): _____

Years in business under present name: _____

List all other names under which your business has operated in last 10 years: _____

Work presently under contract \$ _____

Work in place last year \$ _____

CERTIFICATION OF BID

Bid Sheets - Continued
(Page 6 of 6)

CERTIFICATION and AUTHORIZATION:
RFB #07-003

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Exhibit A, Standard Form of Contract, if awarded the bid.

Signed By: _____ Title: _____

Typed Name: _____ Company Name: _____

Phone No.: _____ Fax No.: _____

Email: _____

Bid Address: _____

P.O. Box or Street	City	State	Zip
--------------------	------	-------	-----

Order Address: _____

P.O. Box or Street	City	State	Zip
--------------------	------	-------	-----

Remit Address: _____

P.O. Box or Street	City	State	Zip
--------------------	------	-------	-----

Federal Tax ID No.: _____

Date: _____

NOTICE OF NON-PARTICIPATION

RFB #07-003, “Annual Contract for HVAC Service and Repairs”

If, for some reason, you are not participating in the solicitation, PLEASE complete the following and return to:

City of Bryan
Purchasing Department
Attn: Roger D. Dempsey, A.P.P., C.P.M.
Purchasing Manager
1309 E. Martin Luther King St.
Bryan, TX 77803

DO NOT return the solicitation packet. **Failure to respond may result in removal of your organization from our current Vendor file.**

Company Name: _____

Address: _____

Phone number: _____

Fax number: _____

Reason for no response to this RFP:

- _____ Cannot supply at this time
_____ Suitable, but engaged in other work
_____ Quantity too small
_____ Opening date does not allow sufficient time to complete
_____ Cannot meet requirements - please briefly explain:

Other remarks: _____

Signature

Title

ANNUAL CONTRACT FOR HVAC SERVICE AND REPAIRS
RFB #07-003

This Contract, dated _____, 2006, is between the **City of Bryan**, a Texas home-rule municipal corporation, (the City) and _____ (the Service Provider), whereby the Service Provider agrees to provide the City with certain services as described herein and the City agrees to pay the Service Provider for those services.

1. Scope of Services

In consideration of the compensation stated in **paragraph 2**, the Service Provider agrees to provide the City with the services as described in Exhibit A, RFB #07-003, Annual Contract for HVAC Service and Repairs, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows:

HVAC Service and Repairs

2. Payment

In consideration of the Service Providers provision of the services in compliance with all terms and conditions of this Contract, the City shall pay the Service Provider according to the terms set forth in Exhibit A, RFB #07-003, Annual Contract for HVAC Service and Repairs. Except in the event of a duly authorized change order, approved by the City in writing, the total cost of all services provided under this Contract may not exceed \$

3. Time of Performance

A. All work and services provided under this Contract must be completed according to the Scope of Services described in Exhibit A, RFB #07-003, Annual Contract for HVAC Service and Repairs.

B. **Time is of the essence of this Contract.** The Service Provider shall be prepared to provide the services in the most expedient and efficient manner possible in order to complete the work by the times specified and described in Exhibit A, RFB #07-003, Annual Contract for HVAC Service and Repairs.

4. Warranty, Indemnification, Release & Insurance

A. As an experienced and qualified Service Provider, the Service Provider agrees that the services provided by the Service Provider reflect the professional and industry standards, procedures, and performances. The Service Provider agrees the selection and supervision of personnel, and the performance of services under this Contract, will be pursuant to the standard of performance in the profession. The Service Provider agrees that the Service Provider will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Service

Provider, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy, competency and quality of the services provided, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid services provided by the Service Provider, its employees, associates, agents, or subcontractors.

B. The Service Provider shall promptly correct any defective work furnished by the Service Provider at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the services hereunder itself shall in no way alter the Service Providers obligations or the City's rights hereunder.

C. In all activities or services performed hereunder, the Service Provider is an independent contractor and not an agent or employee of the City. The Service Provider and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Service Provider shall be responsible for the services and the final work product contemplated under this Contract. Except for materials furnished by the City, the Service Provider shall supply all materials, equipment, and labor required for the services to be provided under this Contract. The Service Provider shall have ultimate control over the execution of the services. The Service Provider shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Service Provider or any of the Service Providers subcontractors.

D. The Service Provider must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as their personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Service Provider, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

E. Responsibility for damage claims (indemnification): Service Provider shall defend, indemnify and save harmless the City and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person or persons or property resulting from the Service Provider's negligent performance of the work, or by or on account of any claims or amounts recovered under the Workmen's Compensation Law or any other law, ordinance, order or decree, and his sureties shall be held until such suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to the effect furnished the City. Service Provider shall defend, indemnify and save harmless the City, its officers, agents and employees in accordance with this indemnification clause only for that portion of the damage caused by Service Provider's negligence.

F. Release. The Service Provider releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Service Provider or its employees and any loss of or damage to any property of the Service Provider or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Service Provider's negligent performance of the work. Both the City and the Service Provider expressly intend that this

release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance.

G. **Insurance.** The contractor agrees to maintain the coverage's, endorsements, and limits in accordance with and set forth by the Insurance Coverage & Limit Table below for the duration of this contract. The Contractor agrees to:

- Deliver to the City Certificate(s) of Insurance evidencing that such policies are in full force and effect not later than 5 business days after notification of the City's intent to award a contract, but in any event prior to commencement of work. If policy endorsements are necessary, satisfactory evidence of request to insurance carrier must accompany the Certificate(s) of Insurance. Failure to meet these requirements may cause the bid to be rejected.
- Submit any policy endorsements within 30 days of the City's intent to award contract. No payment will be made and/or the City may stop work or terminate the contract if contractor fails to supply satisfactory evidence of policy endorsements.
- Allow the City the right to obtain complete, certified copies of all required insurance policies at any time.
- Clearly indicate contract name and contract number to which Certificate(s), endorsements, and policies apply.

The requirements as to types and limits, as well as the City's review or acceptance of insurance coverage to be maintained by Contractor, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the Contractor.

INSURANCE COVERAGE & LIMIT TABLE

WORKERS' COMPENSATION INSURANCE & EMPLOYERS' LIABILITY INSURANCE – Statutory & \$500,000/\$500,000/\$500,000 Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability. In the event any work is sublet, the Contractor shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subcontractor. Waiver of subrogation in favor of the City required. This requirement may be waived with satisfactory evidence that the contractor is sole proprietor(s)/has no employees.

COMMERCIAL GENERAL LIABILITY INSURANCE – Limit of liability not less than \$1,000,000 per occurrence Contractor agrees to maintain a standard ISO version Commercial General Liability occurrence form, or its equivalent providing coverage for, but not limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Contractors. Additional insured endorsement required.

BUSINESS AUTOMOBILE LIABILITY INSURANCE – Limit of liability not less than \$1,000,000 per occurrence Contractor agrees to maintain a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned, and hired automobiles. Should the Contractor not own any automobiles and furnish satisfactory evidence of this, the business auto liability requirement shall be amended to allow the Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto policy.

UMBRELLA or EXCESS LIABILITY Contractor may satisfy the minimum liability limits required for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. The annual aggregate limit shall not be less than the highest "each occurrence" limit. Contractor agrees to endorse City as an additional insured, unless the Certificate states the Umbrella or Excess Liability provides coverage on a pure "True Follow Form" basis.

CONTRACTOR'S INSURANCE TO BE PRIMARY Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by the City for liability arising out of operations under the contract.

DEDUCTIBLES, COINSURANCE PENALTIES, & SELF-INSURED RETENTION Contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

RIGHT TO REVIEW AND ADJUST The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent. Furthermore, the City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition.

SUBCONTRACTOR'S INSURANCE Contractor shall agree to cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified, provided the Contractor's insurance does not afford coverage on behalf of the subcontractor.

CERTIFICATE OF INSURANCE Contractor shall furnish the City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements. The certificate must be from a company with an A.M. Best rating of "A-" or better and/or otherwise acceptable to the City. Certificates must be submitted using the ACORD form and all endorsements must be included with the submittal. The certificate(s) shall contain a provision that coverage under such policies shall not be cancelled or non-renewed until at least thirty (30) days prior written notice, or ten (10) days notice for cancellation due to non-payment of premiums, is given the City of Bryan.

If the event the City is notified that a required insurance coverage will cancel or non-renew during the contract period, the Contractor shall agree to furnish prior to the expiration of such insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect. The City reserves the right, but not the obligation, to withhold payment to Contractor until coverage is reinstated. If the Contractor fails to maintain the required insurance, the City shall have the right, but not the obligation, to purchase the required insurance at Contractor's expense.

Certificates and notices should be provided to the City at the following address:

City of Bryan
Attn: Purchasing Department
1309 E. MLK Street
Bryan, TX 77803

5. Termination

A. The City may terminate this Contract at any time upon **thirty (30)-calendar** days written notice. Upon the Service Provider's receipt of such notice, the Service Provider shall cease work immediately. The Service Provider shall be compensated for the services satisfactorily performed prior to the termination date.

B. If, through any cause, the Service Provider fails to fulfill its obligations under this Contract, or if the Service Provider violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Service Provider **five (5)** calendar days written notice. The Service Provider will be compensated for the services satisfactorily performed before the termination date.

C. No term or provision of this Contract shall be construed to relieve the Service Provider of liability to the City for damages sustained by the City because of any breach of contract by the Service Provider. The City may withhold payments to the Service Provider for the purpose of setoff until the exact amount of damages due the City from the Service Provider is determined and paid.

6. Miscellaneous Terms

A. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

B. Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

The City of Bryan
Attn: _____
P.O. Box 1000
Bryan, Texas 77805

The Service Provider:

C. No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

D. This Contract represents the entire and integrated agreement between the City and the Service provider and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

E. This Contract and all rights and obligations contained herein may not be assigned by the Service Provider without the prior written approval of the City.

F. The Service Provider, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Bryan, and with all

applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Service Provider must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.

G. The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

sample

CITY OF BRYAN
APPROVED FOR PROCESSING:

Mark R. Hollas, Division Manager - Facility Services
Date: _____

Hugh R. Walker, Deputy City Manager
Date: _____

APPROVED AS TO FORM:

Michael J. Cosentino, City Attorney
Date: _____

Ernie Wentreck, Mayor
Date: _____

ATTEST:

Mary L. Stratta, City Secretary
Date: _____

SERVICE PROVIDER:

By: _____

Printed Name: _____

Title: _____

Date: _____

(Service Provider - Corporate Seal)

STATE OF TEXAS §
 § **ACKNOWLEDGEMENT**
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2006, by
_____ on behalf of _____.

Notary Public in and for the State of Texas